- domand may be made by LENDER even if the Dealer is in compliance with each and every term of this Note.
- 9.9 Signature. LENDER and Dealer expressly agree that LENDER may, at LENDER's option, execute this Note and the documents contemplated hereby by way of a signature stamp or other authorized facsimile signature of an officer of LENDER, LENDER and Dealer expressly agree that except as authorized under Section 2.10 or the attached Power of Attorney, Dealer may only execute this Note and the documents contemplated hereby by way of an original signature and not by way of a facsimile thereof.
- 9.10 Enforcement. LENDER and Dealer intend and believe that each provision in this Note complies with all applicable ordinances, laws, statutes and judicial and administrative decisions; however, if any provision in this Note is found by a court of law to be in violation of any applicable ordinances, laws, statutes, judicial or administrative decisions, or public policy, then it is the intent of the parties of this Note that such provision be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Note shall be construed as if such provision were not contained herein and that the remainder of this Note continue in full force and effect.
- 9.11 JURISDICTION AND CHOICE OF LAW. THIS NOTE AND ANY AND ALL AGREEMENTS OR AUTHORIZATIONS EXECUTED BY DEALER OR LENDER IN CONNECTION HEREWITH SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF INDIANA, AS AMENDED FROM TIME TO TIME, WITHOUT RESORT TO PRINCIPLES OF CONFLICTS OF LAWS. BY EXECUTION OF THIS NOTE, DEALER SUBMITS TO THE PERSONAL JURISDICTION OF THE COURTS OF THE STATE OF INDIANA AND TO VENUE IN THE CIRCUIT AND SUPERIOR COURTS OF HAMILTON COUNTY OR MARION COUNTY, INDIANA. ANY ACTION INITIATED BY DEALER AGAINST LENDER SHALL BE FILED AND CONDUCTED SOLELY IN SAID COURTS. LENDER MAY BRING ANY SUIT AGAINST DEALER IN ANY COURT OF COMPETENT JURISDICTION, AND DEALER HEREBY CONSENTS TO LENDER'S CHOICE IN FORUM. DEALER FURTHER WAIVES ANY RIGHT WHICH IT MAY HAVE TO REMOVE SUCH LITIGATION OR MATTER TO A FEDERAL COURT OR TO REQUIRE THAT ANY SUCH LITIGATION OR MATTER TAKE PLACE IN A FEDERAL COURT. DEALER AND LENDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THE CLAIMANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS A NAMED OR UNNAMED
 MEMBER IN A CLASS, CONSOLIDATED,
 REPRESENTATIVE OR PRIVATE ATTORNEY
 GENERAL ACTION. THIS PARAGRAPH IS A GENERAL ACTION. THIS MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.
- 9.12 WAIVER OF JURY TRIAL RIGHTS. DEALER AND LENDER EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL

- ONE, BUT THAT IT MAY BE WAIVED, THEREFORE, EACH PARTY, AFTER CONSULTING, OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH ANY ASPECT OF THE PAST, PRESENT, OR FUTURE RELATIONSHIP OF THE PARTIES INCLUDING, BUT NOT LIMITED TO, ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS NOTE AND ANY RELATED AGREEMENTS, INSTRUMENTS OR TRANSACTIONS. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY. Nothing in this section shall be construed as limiting or waiving any right LENDER may have pursuant to Section 9.13 of this Agreement.
- 9.13 Arbitration. Except as expressly provided elsewhere in this agreement, or as otherwise expressly agreed to in writing by LENDER, any and all questions or disputes between LENDER and Dealer, including, but not limited to, any questions or disputes arising from or relating to the operation of, the interpretation of, or in any way connected with, this Agreement, may, at the unilateral discretion and direction of LENDER, be submitted for final determination via arbitration pursuant to applicable laws of Indiana, and Dealer hereby consents to the final determination by arbitration of any disputes so submitted by LENDER. In the event that litigation has been commenced by Dealer or guarantor(s), (if any), against LENDER prior to such submission, or if in the event that litigation has been commenced by LENDER against Dealer, guaranter or any third party, at the sole discretion of LENDER to arbitrate such litigation, all parties to such litigation hereby agree to permanently discontinue, without delay, such litigation upon receipt of 15 days written notice. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH DEALER AND LENDER SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION. The arbitration shall be conducted by a single arbitrator. Each party shall select a certified arbitrator. Those arbitrators shall then select one arbitrator who shall arbitrate the case. Any arbitrator selected shall be qualified to conduct commercial arbitrations under the provisions of the applicable laws of Indiana. proceedings before the arbitrator shall take place in Hamilton County or Marion County, Indiana or such other place as the arbitrator may direct. The parties to this agreement, including guarantor(s), (if any), agree and represent to one another that the decision or award of the arbitrator so appointed shall be final and binding upon such parties and shall not be subject to appeal or judicial review. The parties to this agreement, including the guaranter(s), (if any), represent to one another that this section constitutes

Page 9 of 11

AFC Rev. 04/26/13

THIS RECEIVABLE HAS BEEN SOLD TO AFC FUNDING CORPORATION AND AN INTEREST THEREIN HAS BEEN GRANTED TO BMG CAPITAL MARKETS CORP. AS AGENT.

- an express agreement between them to arbitrate in the event that LENDER, in its sole discretion, decides to submit a question or dispute to arbitration. The parties to this agreement hereby agree that the costs of the arbitration shall be Obligations as defined in this agreement.
- 9.14 <u>Title Processing Fees</u>. If LENDER determines that it is necessary or desirable to transfer or convert title or obtain a new or replacement Title for any Vehicle, Dealer agrees to pay LENDER a title transfer or processing fee not to exceed \$100 for each Title processed, in addition to all of LENDER's expenses and costs incidental thereto, which shall include, but are not limited to, fees and expenses incurred by attorneys (including paralegals and similar persons) and any filing fees or taxes.
- 9.15 Attornevs' Fees Expenses and Costs. In addition to all other amounts payable hereunder by Dealer, Dealer agrees to reimburse LENDER on demand for any and all attorneys' (including paralegals' and similar persons') fees, accountants' fees, appraisers' fees, and all expenses and costs incurred in collecting or enforcing payment of the Obligations hereunder or in curing any default, including without limitation those fees and costs incurred (a) with or without suit; (b) in any appeal; (c) in any bankruptey, insolveney or receivership proceeding; and (d) in any post-judgment collection proceedings, plus Interest at the rate provided herein.
- 9.16 Communication. Dealer acknowledges that Dealer is obtaining credit from, or is guaranteeing credit from, LENDER. Dealer authorizes LENDER to (a) share any and all information that it possesses regarding Dealer's
- account, including but not limited to information regarding Dealer's loan history, account history, account balance, credit worthiness, and inventory vehicle data with any third party and (b) to receive information concerning Dealer's business affairs from any third party. Denler does hereby authorize LENDER to release and disclose any and all of Dealer's general business information now or hereinafter in LENDER's possession, including but not limited to information regarding the business name, address, email address, and telephone number, to any third party. Dealer also authorizes LENDER to release and disclose any and all of Dealer's account and inventory information now or hereinafter in LENDER's possession, including but not limited to any and all inventory vehicle data loan documents, any business financial information retained or maintained by LENDER, and/or any information relating to Dealer's performance history with LENDER to any third Dealer authorizes LENDER, and its respective uffiliates, subsidiaries and parent companies to: a) send facsimile transmissions to Dealer at the facsimile numbers listed as Dealer's facsimile number in any communication sent from time to time by Dealer; b) make telephone calls to Dealer at the telephone numbers listed as Dealer's telephone number in any communication sent from time to time by Dealer; c) send emails to Dealer at the email addresses listed as Dealer's email address in any communication sent from time to time by Dealer, and d) communicate to Dealer via any and all other forms of communications, for the purposes of including, but not limited to marketing, collection and any other communication needs. Dealer agrees that this permission will remain in effect until cancelled by Dealer in writing

[Signatures on next page]

Page 10 of 11

Dealer's Name and Dealer's Place(s) of Business: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS 519 INTERSTATE HIGHWAY 30 E SULPHUR SPRINGS, TX 75482

Dealer's state of incorporation, organization or other husiness entity registration; Texas

WHEREFORE, the Dealer has on behalf of themselves individually and in their representative capacity, executed this Note on the Third day of September, 2013.

ROCK	hip: MICHA HILL USED	CARS	SON DBA:
By: A	EL VERNON	GARRISON	
Ву:		7	
By:			
Ву:			

Automotive Finance Corporation ("LENDER") An Officer of LENDER To be executed at AFC Corporate office

TERM SHEET FOR DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT

Dealer: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS

Date of Original Note; SEP 03, 2013

The following terms, as defined in the Demand Promissory Note and Security Agreement (the "Note"), shall apply effective immediately:

Floorplan Fee: The Floorplan Fee shall be:

\$85

In addition, for each extension of the Curtailment Date, the Floorplan Fee shall be \$85.

Purchases of vehicles with a purchase price over \$40,000 will be charged a Highline Fee of 0.5% of the principal amount advanced for that vehicle instead of the Floorplan Fee for the initial Period. The Floorplan Fee will be charged for any additional Period.

Interest: Interest shall accrue on all Obligations under the Note at a variable rate, adjusted each business day, based upon the most recent prime rate published in <u>The Wall Street Journal</u> plus: 4.5% per annum, compounded daily.

However, in no event shall the calculation of prime rate be at a rate less than five percent (5%) per annum.

Number of Curtailment Date Extensions: The Number of Curtailment Date extensions shall be limited to: 2 times. Notwithstanding the definition of Period below, the Period for each such extension shall be equal to 30 days.

Period: The Period shall be: 30 days,

Executed by the undersigned duly authorized representatives effective as of the Third day of September, 2013.

Deale ROC	rship: MICHAEL VERNON GARRISON DBA:
By: MICE By:	Me ful owner jack vernon garrison, owner
Ву:	
By:	

Automotive Finance Corporation
("LENDER")

By:

Automotive Finance Corporation

("LENDER")

Automotive Finance Corporation

Finance Corporation

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS:

That pursuant to Ind. Code § 30-5-1-1 et seq. and in accordance with the Demand Promissory Note and Security Agreement between Automotive Finance Corporation ("LENDER") and MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS (hereinafter referred to jointly and severally as the "Dealer"), to which reference is made for the meaning of all capitalized terms used herein, a power of attorney is hereby conferred by the undersigned on his or her behalf and on behalf of Dealer upon LENDER, an Indiana corporation, the address of the principal office of which is listed on the web site currently located at www.AFCDEALER.com or a successor thereto or such other place as LENDER may designate, to:

- (a) act with general authority with respect to all personal property of the undersigned or Dealer and transactions involving or relating to the same;
- (b) act on behalf of the undersigned and Dealer to assign, reassign, or obtain titles in connection with transactions involving Purchase Money Inventory, Collateral and other property of the undersigned or Dealer;
- (c) act on behalf of the undersigned and Dealer to prepare, sign, endorse, execute and deliver documents including, but not limited to financing statements, notes, checks, drafts, and titles in connection with transactions involving Purchase Money Inventory, Collateral and other property of the undersigned or Dealer;
- (d) act with general authority with respect to claims and liftgution of or relating to Purchase Money Inventory, Collateral, and other property of the undersigned or Dealer;
- (e) act with general authority with respect to delegating authority;
- (f) act with general authority with respect to insurance, and accounts or transactions with banks and other financial institutions, of or relating to Purchase Money Inventory, Collateral, and other property of the undersigned or Dealer; and
- (g) act with general authority regarding all other matters which LENDER may, in its sole discretion, doesn expedient, reasonable, or necessary in the discharge of the authority hereby conferred -- all as if done by the undersigned or Dealer directly.

Dealer shall indemnify, defend and hold harmless LENDER, its affiliates, subsidiaries, officers, directors, employees, representatives, successors, and assigns from and against any and all loss, damage, liability, claims, cause of action, and expenses of whatever kind, arising from the exercise of authority hereunder. The liability of LENDER and/or any person to whom it delegates authority hereunder, to the undersigned, Dealer or any third person shall be limited to acts in bad faith. This power of attorney shall be irrevocable until such time as each and every Obligation of the undersigned and Dealer to LENDER has been satisfied in full. The revocation or termination hereof shall be ineffective unless and until actual notice or knowledge of such revocation or termination shall have been received by the parties acting under this power of attorney. The undersigned represents and warrants that he/she is a duly authorized agent of Dealer and by execution of this Power of Attorney, Dealer is lawfully bound to and obligated by the terms hereof. This power of attorney shall be governed by the substantive laws of the State of Indiana without resort to principles of conflicts of law.

[Signatures on next page]

EXHIBIT B

Page 1 of 2

AFC Rev. 04/26/13
THIS RECEIVABLE HAS BEEN SOLD TO AFC FUNDING CORPORATION AND AN INTEREST THEREIN HAS BEEN GRANTED TO BMQ CAPITAL MARKETS CORP. AS AGENT.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 6 of 70 PageID 1494

Executed this Third day of September, 2013		
MICHAEL VERNON PARILISON BA: ROCK HIL	L USED CARS	1 1
By: MU D WI O WI	LER Sep 03, 2013 MICHAEL VERNO	DN GARRISON Sep 03, 2013 Date
Ву:	Date	Date
By:		- And
	Date	Date
Вуг		
	Date	Date
STATE OF Texas Before me the undersigned, a Notary Public in and acknowledged the execution of the foregoing Power of	for the said County and State, personally app Attorney this 4 of Septenber	peared the above-referred individual(s) who 2013.
(Notary Public Signature)	My Commission Expires:	ADAM JAMES COMPTON Notary Public, State of Texas My Commission Expires November 21, 2016
Adam Compton	My County of Residence: DAL	LAS

Page 2 of 2

TERM SHEET FOR SALVAGE VEHICLES DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT (U.S.)

Dealer: MICHAEL VERNON GARRISON, DBA: ROCK HILL USED CARS

The following terms, as defined or redefined below or in the Demand Promissory Note and Security Agreement, shall apply effective immediately:

Floorplan Fee: The Floorplan Fee for Salvage Vehicles shall be assessed each Period as follows: \$50 lf less than or equal to \$1,000 or \$75 if over \$1,000.

Interest: Interest shall accrue on all Obligations for Salvage Vehicles, pursuant to the Note, at a variable rate, adjusted each business day, based upon the most recent prime rate published in The Wall Street Journal plus 4.5 % per annum.

However, in no event shall the calculation of prime rate be at a rate less than five percent (5%) per annum.

Number of Curtailment Date Extensions: For Salvage Vehicles the Number of Curtailment Date Extensions shall be limited to 2 times. If Dealer is in compliance with all other provisions of this Agreement, LENDER may, in its sole discretion, permit an extension of the Curtailment Date relative to a Salvage Vehicle, upon the payment of Interest, Floorplan Fee(s), and a minimum of Five Percent (5%) of the outstanding Advance relating to such Salvage Vehicle.

Period: The Period for Salvage Vehicles shall be 40 days.

Sales of Purchase Money Inventory: Notwithstanding anything in the Note or the attached Exhibits to the contrary, Dealer represents that all Advances shall be used to purchase either a Vehicle(s) or a Salvage Vehicle(s) and that said Vehicle(s) or Salvage Vehicle(s) will not be broken down or dismantled and sold as vehicle parts.

Salvage Vehicle: a Vehicle (i) acquired at a salvage auction, (ii) listed as a total loss by the insurer of such Vehicle, or (iii) titled as "salvage" under applicable state laws; provided that such Vehicle (x) was acquired for the purpose of resale and not for the purpose of being dismantled and (y) has not been dismantled, disassembled or reduced to component parts.

The Unconditional Guarantor(s), hereinafter collectively referred to as "Guarantor", reaffirms the terms and obligations of Guarantor's Unconditional Guaranty with respect to the Note as supplemented herein.

[Signatures on next page]

TERM SHEET FOR SALVAGE VEHICLES DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT (U.S.)

Executed by the undersigned duly authorized representatives effective as of the Third day of September, 2013.

Dealership: MICHAEL VERNON GARRISON, DBA: ROCK HILL, USED CARS By: Duch CSE MICHAEL VERNON GARRISON, OWNER By:	Automotive Finance Corporation ("LENDER") By: An Office of LENDER To be executed at AFC Corporate office
By: Guagantor:	
MICHAEL VERNON GARRISON	
Only for LENDER office use Denler #: 443058 Contract #: 10645860	

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 9 of 70 PageID 1497

U.S. TERM SHEET AMENDMENT FOR DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT

Dealer: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS

Dealer #: 443058 Date of Original Note: 09/03/2013

Contract Id #: 12288280 Branch #: 1170

IN ACCORDANCE with the Demand Promissory Note and Security Agreement ("Note") between Automotive Finance Corporation

("LENDER") and the undersigned Dealer, said Note incorporated herein by reference, and in consideration of credit and/or services given or to be given to the undersigned by LENDER under the Note, the undersigned and LENDER expressly agree as follows:

The following terms, as defined in the Note, shall apply effective immediately:

Floorplan Fee: The Floorplan Fee shall be:

\$85

In addition, for each extension of the Curtailment Date, the Floorplan Fee shall be \$85.

Purchases of vehicles with a purchase price over \$40,000 will be charged a Highline Fee of 0.5% of the principal amount advanced for that vehicle instead of the Floorplan Fee for the initial Period. The Floorplan Fee will be charged for any additional Period.

Interest: Interest shall accrue on all Obligations under the Note at a variable rate, adjusted each business day, based upon the most recent prime rate published in
The Wall Street Journal">https://example.com/html/>
The Wall Street Journal plus:

6.25% per annum, compounded daily.

However, in no event shall the prime interest rate be less than three and one quarter percent (3.25%) per annum.

Number of Curtailment Date Extensions: The Number of Curtailment Date Extensions shall be limited to: 2 times. Notwithstanding the definition of Period below, the Period for each such extension shall be equal to 30 days.

Period: The Period shall be:

30 days.

The Unconditional Guarantor(s), hereinafter collectively referred to as "Guarantor", reaffirms the terms and obligations of Guarantor's Unconditional Guaranty with respect to the Note including but not limited to the Term Sheet changes as set out above.

[Signatures on next page]

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 10 of 70 PageID 1498

Executed by the undersigned duly authorized representatives effective as of the Thirtieth day of April, 2015.

Dealership MICHAEL VERNON GARRISON DBA: **Automotive Finance Corporation** ROCK HILL USED CARS ("LENDER") By: of LENDER MICHAEL VERNON GARRISON, OWNER To be executed a AFC Corporate office Guarantor: MICHAEL VERNON GARRISON COUNTY OF Denton STATE OF Before me the undersigned, a Notary Public in and for the said County and State, personally appeared the above-referred individual(s) who acknowledged the execution of the foregoing Amendment this 30 of April JONATHAN MCAFFREY HOWELL Notary Public, State of Texas My Commission Expir My Commission Expires November 24, 2018 My County of Residence: (Printed Name) Eligible for Non AFC Witness, AFC Witness, or Notary By: Witnessed By: Print Name Signature

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 11 of 70 PageID 1499

TO DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT

Dealer: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS

Dealer #: 443058 Date of Original Note: 09/03/2013 Contract Id#: 12288280 Branch #: 1170 IN ACCORDANCE with the Demand Promissory Note and Security Agreement ("Note") between Automotive Finance Corporation ("LENDER") and the undersigned Dealer, said Note incorporated herein by reference, and in consideration of credit and/or services given or to be given to the undersigned by LENDER under the Note, the undersigned and LENDER expressly agree as follows: 1) The Aggregate Advance Limit under the Note shall be One Hundred Fifty Thousand Dollars (\$150000). 2) The Unconditional Guarantor(s), hereinafter collectively referred to as "Guarantor", reaffirms the terms and obligations of Guarantor's Unconditional Guaranty with respect to the Note, including but not limited to the increase in the Aggregate Advance Limit as set out above. Executed by the undersigned duly authorized representatives effective as of the Thirtieth day of April, 2015. Dealership: MICHAEL VERNON GARRISON DBA: **Automotive Finance Corporation** ROCK HILL USED CARS ("LENDER") OWNER By: MICHAEL VERNON GARRISON, OWNER An Officer of LENDER To be executed at AFC Corporate office Guarantor: MICHAEL VERNON GARRISON STATE OF COUNTY OF Before me the undersigned, a Notary Public in and for the said County and State, personally appeared the above-referred individual(s) who acknowledged the execution of the foregoing Aggregate Advance Limit Amendment this Notary Public, State of Texas My Commission Expire **My Commission Expires** (Notary Public Signature) November 24, 2018 My County of Residence onath (Printed Name) Eligible for Non AFC Witness, AFC Witness, or Notary Witnessed By: By: Signature Print Name

U.S. AGGREGATE ADVANCE LIMIT AMENDMENT TO DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT

Dealer: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS

Dealer #: 443058 Date of Original Note: 09/03/2013

Contract Id #: 12582730 Branch #: 1026

IN ACCORDANCE with the Demand Promissory Note and Security Agreement ("Note") between Automotive Finance Corporation ("LENDER") and the undersigned Dealer, said Note incorporated herein by reference, and in consideration of credit and/or services given or to be given to the undersigned by LENDER under the Note, the undersigned and LENDER expressly agree as follows:

- 1) The Aggregate Advance Limit under the Note shall be Three Hundred Thousand Dollars (\$300000).
- 2) The Unconditional Guarantor(s), hereinafter collectively referred to as "Guarantor", reaffirms the terms and obligations of Guarantor's Unconditional Guaranty with respect to the Note, including but not limited to the increase in the Aggregate Advance Limit as set out above.

Executed by the undersigned duly authorized representatives effective as of the Sixth day of August, 2015.

Dealership: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS By:	Automotive Finance Corporation ("LENDER") By: An Officer of LENDER
X	To be executed at AFC Corporate office
Guarantor: MICHAEL VERNON GARRISON	
STATE OF COUNTY OF_	Mallour
Before me the undersigned, a Notary Public in and for the acknowledged the execution of the foregoing Aggregate Advan	e said County and State, personally appeared the above-referred individual(s) who nee Limit Amendment this
(Notary Public Signature Million A M. CO	My Commission Expires:
(Printed Name) (Printed Name)	My County of Residence:
(Printed Name) Are of text Expires Eligible for Non AFC Wines of Notary	
Witnessed By:	By:
Signature	Print Name

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 13 of 70 PageID 1501

U.S. TERM SHEET AMENDMENT FOR DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT

Dealer: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS

Dealer #: 443058 Date of Original Note: 09/03/2013

Contract Id #: 12582730 Branch #: 1026

IN ACCORDANCE with the Demand Promissory Note and Security Agreement ("Note") between Automotive Finance Corporation ("LENDER") and the undersigned Dealer, said Note incorporated herein by reference, and in consideration of credit and/or services given or to be given to the undersigned by LENDER under the Note, the undersigned and LENDER expressly agree as follows:

The following terms, as defined in the Note, shall apply effective immediately:

Floorplan Fee: The Floorplan Fee shall be:

\$85

In addition, for each extension of the Curtailment Date, the Floorplan Fee shall be \$85.

Purchases of vehicles with a purchase price over \$40,000 will be charged a Highline Fee of 0.5% of the principal amount advanced for that vehicle instead of the Floorplan Fee for the initial Period. The Floorplan Fee will be charged for any additional Period.

Interest: Interest shall accrue on all Obligations under the Note at a variable rate, adjusted each business day, based upon the most recent prime rate published in The Wall Street Journal plus: 6.25% per annum, compounded daily.

However, in no event shall the calculation of prime rate be at a rate less than three and one quarter percent (3.25%) per annum.

Number of Curtailment Date Extensions: The Number of Curtailment Date Extensions shall be limited to: I time. Notwithstanding the definition of Period below, the Period for each such extension shall be equal to 45 days.

Period: The Period shall be:

45 days.

The Unconditional Guarantor(s), hereinafter collectively referred to as "Guarantor", reaffirms the terms and obligations of Guarantor's Unconditional Guaranty with respect to the Note including but not limited to the Term Sheet changes as set out above.

[Signatures on next page]

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 14 of 70 PageID 1502

Executed by the undersigned duly authorized representatives effective as of the Sixth day of August, 2015.

Dealership MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS DWACE	Automotive Finance Corporation ("LENDER") * *** By:
MICHAEL VERNON GARRISON, OWNER	An Officer of LENDER To be executed at AFC Corporate office
Guarantor: MCHAEL VERNON GARRISON	
STATE OF COUNTY O	d County and State, personally appeared the above-referred individual(s) who
acknowledged the execution of the foregoing Amendment this	My Commission Expires:
(Notary Public Signature) (Notary Public Signature)	My County of Residence:
Eligible for Not AIRE Wanes, AFC Witness, or Notary	
witnessed by:	By:
Signature	Print Name

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 15 of 70 PageID 1503

U.S. AGGREGATE ADVANCE LIMIT AMENDMENT TO DEMAND PROMISSORY NOTE AND SECURITY AGREEMENT

Dealer: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS

Dealer #: 443058 Date of Original Note: 09/03/2013

Contract Id #: 13709091 Branch #: 1026

IN ACCORDANCE with the Demand Promissory Note and Security Agreement ("Note") between Automotive Finance Corporation ("LENDER") and the undersigned Dealer, said Note incorporated herein by reference, and in consideration of credit and/or services given or to be given to the undersigned by LENDER under the Note, the undersigned and LENDER expressly agree as follows:

- 1) The Aggregate Advance Limit under the Note shall be Five Hundred Thousand Dollars (\$500000).
- 2) The Unconditional Guarantor(s), hereinafter collectively referred to as "Guarantor", reaffirms the terms and obligations of Guarantor's Unconditional Guaranty with respect to the Note, including but not limited to the increase in the Aggregate Advance Limit as set out above.

Executed by the undersigned duly authorized representatives effective as of the Thirteenth day of July, 2016.

Dealership: MICHAEL VERNON GARRISON DBA: ROCK HILL USED CARS By:	By: An Officer of LENDER To be executed at AFC Corporate office
Guarantor: MICHAEL VERNON GARRISON	
STATE OF COUNTY OF Before me the undersigned, a Notary Public in and for the stacknewledged the execution of the foregoing Agercate Advance (Notary Public Signature) SABRINA L. MERRITT Notary Public, State of Texas My Commission Expires February 28, 2018	aid County and State, personally appeared the above-referred individual(s) who Limit Amendment this 19 of 201.0 My Commission Expires:
Eligible for Non AFC Witness, AFC Witness, or Notary Witnessed By: Signature	By: Print Name

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Automotive Finance Corporation 317-843-4770 B. E-MAIL CONTACT AT FILER (optional) C. SEND ACKNOWLEDGMENT TO: (Name and Address) Automotive Finance Corporation 13085 Hamilton Crossing Blvd, Suite 300

FILING NUMBER: 13-0028278970 FILING DATE: 09/05/2013 09:46 AM DOCUMENT NUMBER: 499902730002

Carmel, IN 46032 USA			FILED: Texas Secretary of State IMAGE GENERATED ELECTRONICALLY FOR WEB FILING THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY			
1. DEB1 Debtor's UCC1A	FOR'S NAME - Provide only one Deblor name (1a or 1b) (use a name will not fit in line 1b, leave all of item 1 blank, check ho d)	exact, full name; do not omit, reand provide the Individe	modify, or abbrevi	ate any part of the lon in item 10 of	e Debtor's name); if any p the Financing Stalement A	art of the Individu Addendum (Form
	1a, ORGANIZATION'S NAME	one of the state o			***************************************	
OR	TO, INDIVIDUAL'S SURNAME GARRISON	FIRST PERSONAL NAM MICHAEL	E	ADDITION	VAL NAME(S)/INITIAL(S)	SUFFIX
519	INTERSTATE HIGHWAY 30 E	SULPHUR SP	RINGS	STATE	POSTAL CODE 75482	COUNTRY
2. DEBT Debtor's UCC1Ac	OR'S NAME - Provide only one Debtor name (2a or 2b) (use name will not fil in line 2b, leave all of item 2 blank, check her d)	exact, full name; do not omit, reand provide the Individu	modify, or abbrevia al Debtor informati	ate any part of the ion in item 10 of t	e Debtor's name); If any pa he Financing Statement A	art of the Individual
OR	ROCK HILL USED CARS		in and in a section in the	illii - joungaine	was bottle and the south states	
	26. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAM		ADDITION	IAL NAME(S)/INITIAL(S)	SUFFIX
	INTERSTATE HIGHWAY 30 E	SULPHUR SP	RINGS	STATE	POSTAL CODE 75482	COUNTRY
3. SECU	IREO PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR	R SECURED PARTY) - Provi	de only one Secure	ed Party name (3:	a or 3b)	
OB	39, ORGANIZATION'S NAME AUTOMOTIVE FINANCE CORPO					
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITION	ADDITIONAL NAME(S)/INITIAL(S)	
ww	ING ADDRESS W.AFCDEALER.COM, 13085	CARMEL		STATE	POSTAL CODE 46032	COUNTRY
300	IILTON CROSSING BLVD SUITE					
All of De limitation fixtures, policies, supporti any and replacer papers,	ATERAL: This financing statement covers the following collate abtors assets and properties wherever focated, including accounts, chattel paper, deposit accounts, documer, inventory and other goods, general intangibles, instruinventory and other goods, general intangibles, instruing the property, letter of credit rights, money, so ling obligations, and titles, now owned or hereafter acquired to the foregoing; and all of Oebtors computer reledger sheets, files, books, and records relating to the or hereafter acquired.	ng without the squipment, ments, insurance flware, uired by Debtor; ories, and				
. Public	nois if applicable and check only one box. Collateral is Theid in a Trust is only if applicable and check only one tox: -Finance Transaction: Manufactured-Home Transaction: I	A Debior is a Transmilling	Ufility	6b. Check	only if applicable and chec oral Lien C Non-UCC Fil	k only one box.
44305	NATIVE DESIGNATION (if applicable): Libessee/Lussor NAL FILER REFERENCE DATA: BER	1Consignee/Canalgnor	L JSeller/Buyer I	Bailee/Bailor	L.ILicensee/Licensor	

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT CASE 4:20-cV-00959-BJ Document 41-3 Filed 03/01/21 Page 17 of 70 PageID 1505 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Automotive Finance Corporation 317-843-4770 B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Automotive Finance Corporation 13085 Hamilton Crossing Blvd, Suite 300
Carmel, IN 46032 USA

FILING NUMBER: 18-00083882 FILING DATE: 03/13/2018 12:09 PM DOCUMENT NUMBER: 799858470003 FILED: Texas Secretary of State

IMAGE GENERATED ELECTRONICALLY FOR WEB FILING THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

			THE ABOVE SPACE	IS FOR FILING C	PFICE USE ONLY
	NANCING STATEMENT FILE NUME 8278970	1b. L This FINANCING STATEMEN	IT AMENDMENT is to be filed [for record] (or (Form UCC3Ad) <u>and</u> provide Debtor's name i		STATE RECORDS.
2. TERM	MINATION: Effectiveness of the	Financing Statement identified above is terminated	with respect to the security interest(s) of the	Secured Party authorizing	this Termination Statement
3. ASSI For partial ass	GNMENT (full or partial): Provide ignment, complete item 7 and 9 and	name of Assignee in item 7a or 7b <u>and</u> address of also indicate affected collateral in item 8	Assignee in item 7c <u>and</u> also name of Assign	nor in item 9.	***************************************
I. CON'	TINUATION: Effectiveness of th od provided by applicable law	e Financing Statement identified above with respec	t to the security interest(s) of Secured Party a	authorizing this Continuati	on Statement is continued for the
	TY INFORMATION CHANG				
		hange affects \square Debtor $\overline{ ext{or}}\square$ Secured	Party of record. <u>AND</u> Check <u>one</u>	of these three boxe	
CHAN 7a or 7	GE name and/or address: (7b <u>and</u> item 7c	Complete item 6a or 6b; <u>and</u> item	ADD name: Complete item 7a or and item 7c	7b, DELETI to be de	E name: Give record name eleted in item 6a or 6b.
. CURRE	NT RECORD INFORMATIO	N: Complete for Party Information Change - provi	de only <u>one</u> name (6a or 6b)		
6a. O	RGANIZATION'S NAME				
OR 6b. IN	IDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME	E(S)/INITIAL(S)	SUFFIX
oart of the Deb		FION: Complete for Assignment or Party Informat	ion Change - provide only <u>one</u> name (7a or 7	b) (use exact, full name;	do not omit, modify, or abbreviate any
OR					
7b. IN	IDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME	(S)/INITIAL(S)	SUFFIX
c. MAILING A	ADDRESS	CITY	STATE P	OSTAL CODE	COUNTRY
). NAME C	OF SECURED PARTY OF F	RECORD AUTHORIZING THIS AMENI	DMENT: Provide only <u>one</u> name (9a or 9b) (name of Assignor, if thi	s is an Assignment)
9a. O	RGANIZATION'S NAME	check here and provide name of authorizing D	ebtor	*******************************	
OR	~~~	ANCE CORPORATION			***************************************
9b. IN	IDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME	:(S)/INITIAL(S)	SUFFIX
	NAL FILER REFERENCE I SER MICHAEL VI	DATA: E RNON GARRISON			

UNCONDITIONAL AND CONTINUING GUARANTY

TO: AUTOMOTIVE FINANCE CORPORATION

DATE: September 3, 2013

FOR VALUE RECEIVED, and in consideration of credit and services given or to be given to MICHAEL VERNON GARRISON DBA:

ROCK HILL USED CARS (hereinafter referred to jointly and severally as the "Debtor") by Automotive Finance Corporation ("LENDER"), the
undersigned hereby jointly and severally guaranty the full and prompt payment, when due, whether by acceleration or otherwise, together with interest and
all costs, expenses and attorneys' fees, of any and all obligations of the Debtor to LENDER including such indebtedness as may be encompassed by
the term "Obligations" as defined in the Demand Promissory Note and Security Agreement executed by and between LENDER and Debtor, as
amended, supplemented or modified from time to time, whether or not such amounts exceed any advance limit applicable to Debtor or communicated
to the undersigned (hereinafter collectively referred to as the "Liabilities"). Interest shall be charged from the date of demand until payment in full,
both before and after judgment at the same rate per annum as set out in the Liabilities. This is an irrevocable, unconditional and continuing guaranty;
it shall cover and secure any amount at any time owing on the Liabilities.

The undersigned each hereby waive any and all presentment, demand, protest and notice of dishonor, non-payment or other default with respect to any of the Liabilities. The undersigned each hereby grant to LENDER full power to deal in any manner with the Liabilities without notice to the undersigned, including, but without limiting the generality of the foregoing, the following powers: (a) to modify or otherwise change any terms of all or any part of the Liabilities or the rate of interest thereon, to grant any extension or renewal thereof, and any other indulgence with respect thereto, and to effect any release, compromise or settlement with respect thereto; and (b) to enter into any agreement of forbearance with respect to all or any part of the Liabilities or with respect to all or any part of the Liabilities or with respect to all or any part of the undersigned hereunder shall not be released, discharged or in any way affected, nor shall the undersigned have any rights or recourse against LENDER by reason of any action LENDER may take or omit to take under the foregoing powers.

If a claim is made upon LENDER at any time for repayment or recovery of any amount(s) or other value received by LENDER, from any source, in payment of or on account of any of the Liabilities of the Debtor guarantied hereunder and LENDER repays or otherwise becomes liable for all or any part of such claim by reason of: (a) any judgment, decree or order of any court or administrative body having competent jurisdiction; or (b) any settlement or compromise of any such claim, the undersigned shall remain jointly and severally liable to LENDER hereunder for the amount so repaid or for which LENDER is otherwise liable to the same extent as if such amount(s) had never been received by LENDER, notwithstanding any termination hereof or the cancellation of any note, instrument, or other agreement evidencing any of the Liabilities.

In case the Debtor shall fail to pay all or any part of the Liabilities when due, whether by acceleration or otherwise, according to the terms thereof, the undersigned will immediately pay the amount due and unpaid by the Debtor in like manner as if such amount constituted the direct and primary obligation of the undersigned. LENDER shall not be required, prior to any such payment by or demand on the undersigned, to make any demand upon or pursue or exhaust any of its rights or remedies against the Debtor or others with respect to the payment of any of the Liabilities.

Notwithstanding anything to the contrary in this guaranty, the undersigned each hereby irrevocably waive(s) all rights he/she may have at law or in equity (including, without limitation, any law subrogating the undersigned to the rights of LENDER) to seek contribution, indemnification, or any other form of reimbursement from the Debtor, any other guarantor, or any other person hereafter primarily or secondarily liable for any undersigned furthermore waive: (a) all defenses based on suretyship, notice, impairment of collateral, or LENDER's failure to perfect or keep perfected any security interest in the collateral; and (b) any defenses which the Debtor may assert on the Liabilities including but not limited to liability, accord and satisfaction, and usury.

This guaranty is in addition to and not in substitution for any other guaranty or other securities which LENDER may now or hereafter hold for all or any part of the Liabilities, and LENDER shall not be under any other obligation to marshal in favor of the undersigned any other guaranties or other securities or any monies or other assets which LENDER may be entitled to receive or may have a claim upon. No loss of or in respect of or unenforceability of any other guaranties or other securities which LENDER may now or hereafter hold in respect of any of the Liabilities, whether resulting from the fault of LENDER or otherwise, shall in any way limit or lessen the undersigned's liability under this guaranty.

The undersigned understand and agree that no loans made by the undersigned to the Debtor are permitted to be repaid by the Debtor while this guaranty or any indebtedness to LENDER is outstanding. All debts and liabilities, present and future, of Debtor to the undersigned are hereby assigned to LENDER and postponed to the Liabilities, and all monies received by the undersigned in respect thereof shall be received in trust for LENDER and forthwith upon receipt shall be paid over to LENDER, unless prior written authorization to the contrary has been obtained from LENDER, without in any way lessening or limiting the liability of the undersigned under this guaranty. This assignment and postponement is independent of the guaranty and shall remain in full force and effect until repayment in full to LENDER of all the Liabilities, notwithstanding that the liability of the undersigned under this guaranty may have been discharged or terminated.

By execution of this guaranty, the undersigned authorizes LENDER and any of its officers or employees to take any and all action to secure and perfect its interest in the foregoing assignment including but not limited to executing and filing, on behalf of the undersigned and without the undersigned's signature, original financing statements, amendments, continuation statements, and any other documents LENDER deems necessary or desirable to protect its interests.

This guaranty shall not be discharged or otherwise affected by the death or loss of capacity of the Debtor, by any change in the name of the Debtor, or (if a partnership, limited liability company or other membership organization) by any change in the membership of the Debtor or (if a corporation) by any change in the officers, capital structure, by-laws or articles of the Debtor, by the sale of the Debtor's business or any part thereof, by the Debtor being reorganized or being amalgamated with one or more other corporations or other entities, by the Debtor becoming bankrupt or insolvent or by any other matter or thing whatsoever but shall continue to apply to all Liabilities whether incurred before or after any such event. In the case of a change in the membership, partners or shareholders of the Debtor or in the case of the Debtor being reorganized or being amalgamated with one or more other entities, this guaranty shall apply to the liabilities of the resulting entity, and the term "Debtor" includes each such resulting entity. This guaranty shall not be discharged or otherwise affected by the death of the undersigned.

The undersigned hereby warrants to LENDER that the undersigned has by independent means made himself/herself fully aware of Debtor's financial condition. The undersigned agrees to pay all costs, expenses, and attorneys' fees incurred by LENDER in the enforcement of this guaranty.

EXHIBIT C

Page | of 3

AFC Rev. 04/26/13

THIS RECEIVABLE HAS BEEN SOLD TO AFC FUNDING CORPORATION AND AN INTEREST THISREIN HAS BEEN GRANTED TO BMO CAPITAL MARKETS CORP. AS AGENT.

The undersigned acknowledges that the undersigned is guaranteeing credit from LENDER. The undersigned authorizes LENDER to obtain credit information from a credit bureau and any financial institution or trade creditor that the undersigned has provided as well as any other credit investigation that LENDER in LENDER's sole discretion deems necessary. The undersigned also authorizes LENDER to contact any third parties and to disclose the undersigned's information for purposes of, including, but not limited to, assessing the undersigned's credit worthiness, collection of any outstanding debt, and obtaining intercreditor agreements and perfecting LENDER's security interest. The undersigned also authorizes LENDER to disclose the above described information to any of its affiliates, subsidiaries, and parent companies. Further, if credit is granted to the Debtor, the undersigned authorizes LENDER to review the account periodically, which could include obtaining additional credit reports regarding the undersigned. The undersigned also authorizes LENDER to disclose credit information into any credit database.

The undersigned authorizes LENDER to share any and all information that it possesses regarding the undersigned's account and relationship to Debtor, including but not limited to information regarding loan history, account history, account balance, and credit worthiness with any third party. The undersigned does hereby authorize LENDER to release and disclose any and all of the undersigned's general business information now or hereinafter in LENDER's possession, including but not limited to information regarding the business name, address, and telephone number, to any third party. The undersigned also authorizes LENDER to release and disclose any and all account information now or hereinafter in LENDER's possession, including but not limited to any and all loan documents, any business financial information relatined or maintained by LENDER, and/or any information relating to the undersigned's performance history with LENDER to any third party.

Whenever possible each provision of this guaranty shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this guaranty shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this guaranty.

THIS GUARANTY SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF INDIANA, AS AMENDED FROM TIME TO TIME, WITHOUT RESORT TO PRINCIPLES OF CONFLICTS OF LAWS. BY EXECUTION OF THIS GUARANTY, THE UNDERSIGNED SUBMITS TO THE PERSONAL JURISDICTION OF THIE COURTS OF THE STATE OF INDIANA AND TO VENUE IN THE CIRCUIT AND SUPERIOR COURTS OF HAMILTON COUNTY OR MARION COUNTY, INDIANA. ANY ACTION INITIATED BY THE UNDERSIGNED AGAINST LENDER SHALL BE FILED AND CONDUCTED SOLELY IN SAID COURTS. LENDER MAY BRING ANY SUIT AGAINST THE UNDERSIGNED IN ANY COURT OF COMPETENT JURISDICTION, AND THE UNDERSIGNED HEREBY CONSENTS TO LENDERS CHOICE OF FORUM. THE UNDERSIGNED FURTHER WAIVES ANY RIGHT WHICH IT MAY HAVE TO REMOVE SUCH LITIGATION OR MATTER TO A FEDERAL COURT OR TO REQUIRE THAT ANY SUCH LITIGATION OR MATTER TAKE PLACE IN A FEDERAL COURT. THE UNDERSIGNED AND LENDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THE CLAIMANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS A NAMED OR

UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION.

THE UNDERSIGNED AND LENDER EACH ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED, THEREFORE, EACH PARTY, AFTER CONSULTING, OR HAVING HAD THE OPPORTUNITY TO CONSULT, WITH COUNSEL OF THEIR CHOICE, HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY, FOR THEIR MILTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION BETWEEN THEM, INCLUDING, BUT NOT LIMITED TO, ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ENTERING INTO THIS GUARANTY AND THE TRANSACTIONS CONTEMPLATED HEREBY.

All rights, powers, privileges and immunities of LENDER hereunder shall inure to the benefit of the successors and assigns of LENDER, and shall be binding upon each of the undersigned, his/her personal representatives, heirs and assigns.

[Signatures on next page]

EXHIBIT C

Page 2 of 3

AFC Rev 04/26/17

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 20 of 70 PageID 1508

Michael vernon garrison	Sep 03, 2013 Date	Date
	Date	Date
	Date	Date
	Date	Date
TEKAS	COUNTY OF TARRANT	2.
efore me the undersigned, a Notary I knowledged the execution of the forego	Public in and for the said County and State, personally appeing Unconditional and Continuing Guaranty this 4 of Se	ared the above-referred individual(s)
lotary Subfic Signature)	My Commission Expires:	ADAM JAMES COMPTON Notary Public, State of Texas My Commission Expires
Adam Constan	My County of Residence:	November 21, 2016

EXHIBIT C

Page 3 of 3



Vehicle Charges

Case 4:20-cv-00959-BJ Document Page 21 of 70 PageID 1509

Requested By: Burbank, David US POOL

Pool: AFC Branch: Dallas

Dealer #: 443058 Calculated Through: 11-MAY-2020

VEHICLE Sort Order: Include Forgiven: N

Dealer Name: Michael Vernon Garrison Dba: Rock Hill Used Cars Dealer Address: 519 Interstate Highway 30 E, Sulphur Springs Tx 75482 Phone: 903-335-8928 Fax: 903-335-8253 Mobile: 903-951-8597

Credit Limit \$500,000.00 Dealer Payoff Report

Date: 11-MAY-20 Time: 02:05:56pm

Page: 1

Email: Dgarrison31@Hotmail.Com Restricted: Y Potential Loss: Y

Terms 45 DAYS

Show Recovery Detail: Y

Contract Charges Charge Date Description Due Date Last Paid Charge Amount Balance 17-FEB-20 COURIER FEE 18-MAR-20 \$0.00 \$13.15 \$13.15 =======

> Contract Charges Due: \$13.15

Stock Num	VIN	Yr Model	Title Status	Floored Date	Floored Amount	Principal Due	Interest Due	Fees (Other Fees Write Off <recovery> Due Status Date Date Amount</recovery>	Payoff
1028	3D7ML48C2 6G178761	06 Ram 3500	Repossesse d	31-JUL-19	\$21,940.00	\$12,013.44	\$353.09	\$230.00	\$628.66 A	\$13,225.19
1029	3D7ML48A1 8G219298	08 Ram 3500	Repossesse d	31-JUL-19	\$25,440.00	\$13,929.88	\$409.43	\$230.00	\$681.19 A	\$15,250.50
	1FTSW21P5 7EB14538	07 F250sd	Repossesse d	21-AUG-19	\$20,440.00	\$11,184.77	\$255.11	\$230.00	\$543.00 A	\$12,212.88
	5UTGN2428 HM007662	17 Car Trailer	Repossesse d	04-SEP-19	\$29,740.00	\$16,273.73	\$300.14	\$230.00	\$593.48 A	\$17,397.35
	1GNEC16Z8 2J293191	02 Suburban	Repossesse d	25-SEP-19	\$15,280.00	\$10,451.52	\$267.82	\$435.00	\$302.84 A	\$11,457.18
	JM1GG12L7 61105547	06 Mazda6	Repossesse d	25-SEP-19	\$13,270.00	\$9,076.68	\$232.58	\$435.00	\$276.45 A	\$10,020.71
	1GRAA9224 SB029809	95 Trailer	Repossesse d	14-OCT-19	\$29,490.00	\$20,171.16	\$403.43	\$205.00	\$612.36 A	\$21,391.95
1054		10 Challenger	Repossesse d	09-OCT-19	\$14,270.00	\$9,760.68	\$207.39	\$205.00	\$457.93 A	\$10,631.00
1055	1FTSX20R8 9EA01704	09 F250sd	Repossesse d	09-OCT-19	\$22,440.00	\$15,348.96	\$326.13	\$205.00	\$550.33 A	\$16,430.42
	1HSHBAHNX XH659029	99 8000-Series	Repossesse d	16-OCT-19	\$28,490.00	\$19,487.16	\$371.54	\$205.00	\$589.60 A	\$20,653.30
	1FDNR72P7 JVA28327	88 N-Series	Repossesse d	16-OCT-19	\$18,290.00	\$12,510.36	\$238.52	\$205.00	\$484.60 A	\$13,438.48
	1GC0KVCG2 BZ387391	11 Silverado 2500	Repossesse d	30-OCT-19	\$16,780.00	\$14,346.90	\$417.17	\$180.00	\$547.92 A	\$15,491.99
	1FT7W2BTX FEC20953	15 F250sd	Repossesse d	27-NOV-19	\$30,500.00	\$30,500.00	\$1,477.28	\$145.00	\$871.50 A	\$32,993.78
1079		15 F350sd	Repossesse d	03-JAN-20	\$35,070.00	\$33,316.50	\$759.90	\$85.00	\$718.48 A	\$34,879.88
1080		05 Trailer	Repossesse d	03-JAN-20	\$16,780.00	\$15,941.00	\$363.59	\$85.00	\$498.72 A	\$16,888.31

Status: A-Active U-Unforgiven F-Forgiven



Requested By:

Pool:

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 22 of 70 PageID 1510

Dealer Payoff Report

Date: 11-MAY-20 Time: 02:05:56pm

Potential Loss: Y

Page: 2

Restricted: Y

AFC Branch: Dallas Dealer #: 443058 Calculated Through: 11-MAY-2020

Sort Order: VEHICLE Include Forgiven: N

Burbank, David

US POOL

Michael Vernon Garrison Dba: Rock Hill Used Cars

Dealer Name: Dealer Address: 519 Interstate Highway 30 E, Sulphur Springs Tx 75482

Phone: 903-335-8928 Fax: 903-335-8253 Mobile: 903-951-8597

\$500,000.00 Credit Limit

Terms	45	DAYS	
rerus	40	DAIS	

Show Recovery Detail: Y

Email: Dgarrison31@Hotmail.Com

CIECLI	LILILL	\$300,000.	. 00			1611115	45 DAIS				
Stock Num	VIN	Yr Model	Title Status	Floored Date	Floored Amount	Principal Due	Interest Due	Fees Oth	her Fees Write Off Due Status Date	<> Date Amount	Payoff
1081	3C63RRGL8 EG149807	14 3500	Repossesse d	08-JAN-20	\$27,980.00	\$26,581.00	\$564.78	\$85.00	\$665.06 A		\$27,895.84
1084	1FT7W2BTX FEA02463	15 F250sd	Received	15-JAN-20	\$28,490.00	\$27,065.50	\$516.02	\$85.00	\$637.90 A		\$28,304.42
1085	1GTJK3321 4F263548	04 Sierra 3500	Repossesse d	15-JAN-20	\$24,940.00	\$23,693.00	\$451.73	\$85.00	\$595.20 A		\$24,824.93
1086	1FMJU1K54 CEF09406	12 Expedition	Repossesse d	22-JAN-20	\$23,440.00	\$22,268.00	\$371.04	\$85.00	\$545.62 A		\$23,269.66
1087	1FMHK8F89 BGA68442	11 Explorer	Repossesse d	22-JAN-20	\$16,280.00	\$15,466.00	\$257.71	\$85.00	\$469.36 A		\$16,278.07
1088	3D7KU28C6 4G204039	04 Ram 2500	Repossesse d	29-JAN-20	\$20,840.00	\$20,840.00	\$612.52	\$85.00	\$679.43 A		\$22,216.95
1089	3D7MX48A3 7G804242	07 Ram 3500	Repossesse d	29-JAN-20	\$22,940.00	\$22,940.00	\$674.25	\$85.00	\$716.51 A		\$24,415.76
1090	3D7KR28A4 8G116225	08 Ram 2500	Repossesse d	12-FEB-20	\$16,280.00	\$16,280.00	\$406.97	\$85.00	\$560.17 A		\$17,332.14
1091	1FTHX25F0 TEB25935	96 F250	Repossesse d	19-FEB-20	\$12,770.00	\$12,770.00	\$291.27	\$85.00	\$491.51 A		\$13,637.78
1092	1FVACWDU5 DHFA3237	13 Freightliner	Repossesse	19-FEB-20	\$29,490.00	\$29,490.00	\$672.63	\$85.00	\$726.03 A		\$30,973.66
1093	1GCJK3326 5F919308	05 Silverado 3500	Received	26-FEB-20	\$24,940.00	\$24,940.00	\$514.35	\$85.00	\$632.25 A		\$26,171.60
1094	1GCJK3364 8F114088	08 Silverado 3500	Repossesse d	04-MAR-20	\$18,790.00	\$18,790.00	\$384.18	\$145.00	\$234.03 A		\$19,553.21
1095	1HFVE04R7 G4000179	16 Pioneer 1000-5 Deluxe	Repossesse d	12-MAR-20	\$17,290.00	\$17,290.00	\$277.85	\$85.00	\$490.35 A		\$18,143.20
					=========	=========	========		=======	=======	========
			Т	otals :	\$622,690.00	\$522,726.24	\$12,378.42	\$4,475.00	\$15,800.48		\$555,380.14

Total Payoff: \$555,393.29

Status: A-Active U-Unforgiven F-Forgiven



12800 North Meridian Suite 350 Carmel, Indiana 46032 (317) 818-4500 Fax: (317) 843-3001 Federal ID#: 35-2062003

Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014760

443058-1049

Region/Contact

Vehicle Description

Mileage

VIN

2002 Chevrolet Suburban

318,890

1GNEC16Z82J293191

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 600.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$279.00 Net Proceeds: \$321.00

EXHIBIT L

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 24 of 70 PageID 1512

Bill of Sale

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1	A
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A	DESA

ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

ANNOUNCEMENTS OWNER AFC-DALLAS

VEHICLE SALE

Sale Price: \$600.00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 170 Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number, IN/20806125000099

Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1GNEC16Z82J293191

Stock #: 827830 2002 CHEVROLET SUBURBAN, White, LS

Body Style: 4DR 1500

Odometer: 318,890 Miles

Category: RRP

Client Unit ID: 15014760

VEHICLE OPTIONS

8 Cylinder Gas, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD, Rear Wheel Drive, 7 Passenger, Leather Interior, Power Driver Seat, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical
- Seller hereby certifies that the adometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.

PAR/AFC Corporate SELLER:

BUYER:

LANES MOTORS AND USED CARS LLC

LANES MOTORS AND USED CARS LLC

8906 LANDERS ROAD SHERWOOD, AR 72120 (501) 351-5772 License: AR/M9299

SELLING REPRESENTATIVE: Selling Representative not in list

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

BUYING REPRESENTATIVE: DANIEL PEREZ

Signature on File

Signature on File.

SELLER

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase,

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 25 of 70 PageID 1513

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141

(972) 225-6000

SELLER: PAR/AFC Corporate

BUYER:

LANES MOTORS AND USED CARS LLC

LANES MOTORS AND USED CARS LLC

8906 LANDERS ROAD SHERWOOD, AR 72120

(501) 351-5772

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 170 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1GNEC16Z82J293191 2002, CHEVROLET, SUBURBAN, White, LS, 4DR 1500

Stock #: 827830

Odometer: 318,890 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000099

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale Seller Fee

Amount (\$600.00)

Recon - Wash and Vac

\$75.00 \$30.00 14

EPA Fee

Total:

\$4.00 (\$491.00)

Net Due:

(\$491.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (nel) Issue ACH W/O Tran (net)

(\$4.00)(\$30.00)

Issue ACH W/O Tran (net)

(\$75.00)

Total: \$491.00

Issue ACH W/O Tran (nel)

\$600.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines,



12800 North Meridian Suite 350 Carmel, Indiana 46032 (317) 818-4500 Fax: (317) 843-3001 Federal ID#: 35-2062003

Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014764

443058-1050

Region/Contact

Vehicle Description

Mileage

VIN

2006 Mazda Mazda6

160,578

JM1GG12L761105547

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 1,200.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75,00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$454.00 Net Proceeds: \$746.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 27 of 70 PageID 1515

Bill of Sale



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

ANNOUNCEMENTS AS IS OWNER AFC-DALLAS

VEHICLE SALE

Sale Price: \$1,200.00

Auctioneer, Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 160

Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number; IN/20806125000148

Certificate of Origin: No

VEHICLE INFORMATION

VIN: JM1GG12L761105547

Stock #: 828716

2006 MAZDA MAZDA6, Grey, GRAND TOURING MAZDAS

Body Style: 4DR SDN

Odometer: 160,578 Miles

Client Unit ID: 15014764

Category: RRP

VEHICLE OPTIONS

4 Cylinder Gas Turbo, 6 Speed Transmission, Sun Roof, Air Conditioning, AM\FM\CD, Drive Train - All Wheel, 5 Passenger, Leather Interior, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Selter to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odomater reading reflects the amount of mileage in excess of its mechanical
- Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY

PARIAFC Corporate SELLER:

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

BUYER:

HONDO MOTORS

920 S BUCKNER BLVD DALLAS, TX 75217 (214) 391-6777 License: TX/P121593

SELLING REPRESENTATIVE: Selling Representative not in list

Signature on File

SELLER

BUYING REPRESENTATIVE: NAZIR AHMAD

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION QUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS, Seller is the transferor of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 28 of 70 PageID 1516

Invoice to Seller



ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate BUYER:

HONDO MOTORS

11299 N. Illinois Street Carmel, IN 46032 (317) 815-9545

920 S BUCKNER BLVD DALLAS, TX 75217 (214) 391-6777

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 160 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: JM1GG12L761105547 2006, MAZDA, MAZDA6, Grey, GRAND TOURING MAZDAS, 4DR SDN

Stock #: 828716

Ddometer: 160,578 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000148

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale

Amount (\$1,200.00) \$75.00

Seller Fee Recon - Wash and Vac

\$30.00 LT

EPA Fee

\$4.00

Sublet: Transportation

\$175,00

DALLAS TOWBOYS INV 105547

Total:

(\$916.00) (\$916.00)

Net Due:

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)

(\$4.00) (\$175.00)

Total: \$916.00

(\$30.00) Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)

(\$75.00) \$1,200.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines,



12800 North Meridian Suite 350 Carmel, Indiana 46032 (317) 818-4500 Fax: (317) 843-3001 Federal ID#: 35-2062003

Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR#

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014769

443058-1055

Region/Contact

Vehicle Description

Mileage

VIN

2009 Ford F250SD

999,999

1FTSX20R89EA01704

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 1,200.00

Charge Description	Charge Type	Comments	Amount
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$420.00 Net Proceeds: \$780.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 30 of 70 PageID 1518

Bill of Sale



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO TMU AS IS

VEHICLE SALE

Sale Price: \$1,200.00

Auctioneer: Bandy Assiter

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: T 989 Sale

Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806130000390

Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1FTSX20R89EA01704

Stock #: 827882

2009 FORD SUPER DUTY F-250, White, 2WD SUPERCAB 158 XL

Body Style: 4 DOOR 2WD Odometer: 999,999 Miles

Client Unit ID: 15014769

Category: RRP

VEHICLE OPTIONS

8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AM\FM Radio, Rear Wheel Drive, 5 Passenger, Vinyl Interior, Air Bag - Dual, Power Steering, Cruise Control.

- Common

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Yellow Light - Caution

Blue Light - Title Received

*This vehicle is sold AS IS - No Arbitration

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- Seller hereby certifies that the odometer reading is NOT the actual mileage, WARNING ODOMETER DISCREPANCY

SELLER:

SELLER

PARIAFC Conporate

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

Signature on File

BUYER:

GL EXPRESS LLC

GL EXPRESS LLC

60 ASBURY RD STE# 326 HACKETTSTOWN, NJ 07840

(347) 962-9254 License: NJ/07217U

SELLING REPRESENTATIVE: Selling Representative not in list

BUYING REPRESENTATIVE: LEVAN NAZGAIDZE

Signature on File

В

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transference of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, (including a purchase money security interest, including a purchase money security interest. Where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealers are purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 31 of 70 PageID 1519

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: **PARIAFC** Corporate BUYER:

GL EXPRESS LLC

GL EXPRESS LLC

60 ASBURY RD STE# 326 HACKETTSTOWN, NJ 07840

(347) 962-9254

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: T 989 Sale Type: Consignment Sale

VEHICLE INFORMATION

2009, FORD, SUPER DUTY F-250, White, 2WD SUPERCAB 158 XL, 4 DOOR 2WD

VIN: 1FTSX20R89EA01704

Stock #: 827882

Odometer: 999,999 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSulte 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806130000390

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale

(\$1,200.00)

Seller Fee

\$75.00

Amount

Sublet: Transportation

\$175.00

Pick Up from SULPHUR SPRINGS to Hutchins

VIN: 1FTSX20R89EA01704

Total:

(\$950.00)

Net Due: (\$950.00)

Issue ACH W/O Tran (net)

(\$175.00)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$75.00)

Total: \$950.00

PAYMENTS AND ADJUSTMENTS

\$1,200.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



12800 North Meridian Suite 350 Carmel, Indiana 46032 (317) 818-4500 Fax: (317) 843-3001 Federal ID#: 35-2062003

Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014775

443058-1062

Region/Contact

Vehicle Description

Mileage

VIN

2011 Chevrolet Silverado 2500

267,242

1GC0KVCG2BZ387391

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 2,000.00

Charge Description	Charge Type	Comments	Amount
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$290.00 Net Proceeds: \$1,710.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 33 of 70 PageID 1521

Bill of Sale



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO AS IS

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Sale Price: \$2,000.00

Auctioneer: Bandy Assiter

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: T 1004 Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20805125000161

Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1GC0KVCG2BZ387391

Stock #: 827860 2011 CHEVROLET SILVERADO 2500HD, White, WORK TRUCK

Body Style: 4WD REG CAB 133.7

Odometer: 267,242 Miles

Client Unit ID: 15014775

Category: RRP

VEHICLE OPTIONS

8 Cylinder Gas, Automatic Transmission, Hard Top, Air Conditioning, AM\FM Radio, 4WD, 3 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Traction Control,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifles that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical
- Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.

SELLER:

PAR/AFC Corporate

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

BUYER:

P P D AUTO DIVISION LLC

PPD AUTO DIVISION LLC

5620 SOUTHMOST RD BROWNSVILLE, TX 78521 (956) 509-0587

License: TX/P110589

SELLING REPRESENTATIVE: Selling Representative not in list

BUYING REPRESENTATIVE: RAUL PIZANA

Praisi Pizman

Signature on File.

SELLER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/foll of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 34 of 70 PageID 1522

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 SELLER: PAR/AFC Corporate

BUYER:

P P D AUTO DIVISION LLC

PPD AUTO DIVISION LLC

5620 SOUTHMOST RD BROWNSVILLE, TX 78521

(956) 509-0587

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: T 1004 Sale Type: Consignment Sale

VEHICLE INFORMATION
VIN: 16C0KVCG2BZ387391

2011, CHEVROLET, SILVERADO 2500HD, White, WORK TRUCK, 4WD REG CAB 133.7

Stock #: 827860

Odometer: 267,242 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000161

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Safe

Amount (\$2,000.00)

Seller Fee

\$75.00

Mechanical Work - Labor

\$45.00 NO

NO START - APPROVED 5,19 MS//TRANS & TRANSFER CASE MISSING, REC VIDEO

Total:

(\$1,880.00)

Net Due:

(\$1,880.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$75.00)

Issue ACH W/O Tran (net)
Issue ACH W/O Tran (net)

\$2,000.00

Total: \$1,880.00

(\$45.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, tilling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



12800 North Meridian Suite 350 Carmel, Indiana 46032 (317) 818-4500 Fax: (317) 843-3001 Federal ID#: 35-2062003

Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014783

443058-1081

Region/Contact

Vehicle Description

Mileage

VIN

2014 Ram 3500

149,464

3C63RRGL8EG149807

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 15,600.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$454.00 Net Proceeds: \$15,146.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 36 of 70 PageID 1524

Bill of Sale



ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 ANNOUNCEMENTS AS IS OWNER AFC-DALLAS

VEH	CLI	ESA	NLE

Sale Price: \$15,600.00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020 Lot #: F 156

Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806125000176

Certificate of Orlgin: No

VEHICLE INFORMATION

VIN: 3C63RRGL8EG149807

2014 RAM 3500, White, TRADESMAN

Body Style: 4WD CREW CAB 169

Odometer: 149,464 Miles

A CONTRACTOR OF THE PARTY OF TH

Category: RRP

VEHICLE OPTIONS

6 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AM\FM Radio, 4WD, 5 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control.

Stock #: 828856

Client Unit ID: 15014783

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Tille Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY

SELLER: P

SELLER

PAR/AFC Corporate

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

Signature on File

BUYER:

GLOBAL MOTOR CARS

GLOBAL AUTO MOTORS LLC

620 HIGHWAY 6 S HOUSTON, TX 77079 (346) 402-5949 License: TX/P113119

SELLING REPRESENTATIVE: Selling Representative not in list

in list BUYING REPRESENTATIVE: FAHEEM CHANDA

Signature on File

_ ___

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferr of the Vehicle and Is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account, Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 37 of 70 PageID 1525

Invoice to Seller

11299 N. Illino s Street

Carmel, IN 45 J32

(317) 815-9645



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: **PAR/AFC Corporate** BUYER:

GLOBAL MOTOR CARS

GLOBAL AUTO MOTORS LLC.

620 HIGHWAY 6 S HOUSTON, TX 77079 (346) 402-5949

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 156 Sale Type: Consignment Sale

VEHICLE INFORMATION

2014, RAM, 3500, White, TRADESMAN, 4WD CREW CAB 169

VIN: 3C63RRGL8EG149807 Stock #: 828856 Odometer: 149,464 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000176

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale Seller Fee

(\$15,600.00) \$75.00

Amount

Recon - Wash and Vac

15 \$30.00

EPA Fee

\$4.00

Sublet Transportation

\$175.00

DALLAS TOWBOYS INV 149807

Total: (\$15,316.00)

Net Due: (\$15,316.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/D Tran (net) Issue ACH W/O Tran (net)

(\$4.00) (\$175.00)

Total: \$15,316.00

issue ACH W/O Tran (nel)

(\$30.00)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$75.00) \$15,600.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase. Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014787

443058-1086

Region/Contact

Vehicle Description

Mileage

VIN

2012 Ford Expedition

115,038

1FMJU1K54CEF09406

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 8,600.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$424.00 Net Proceeds: \$8,176.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 39 of 70 PageID 1527

Bill	of	Sa	le
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ADESA Dallas

3501 Lancester Hutchins Road Hutchins, TX 75141 (972) 225-6000 ANNOUNCEMENTS AS IS OWNER AFC-DALLAS

VEHICLE SALE

Sale Price: \$8,600.00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020 Lot #: F 1

Lot #: F 148 Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806125000182 Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1FMJU1K54CEF09406 Stock #: 827811

2012 FORD EXPEDITION, White, LIMITED

Body Style: 2WD 4DR

Odometer: 115,038 Miles

Client Unit ID: 15014787

Category: RRP

VEHICLE OPTIONS

8 Cylinder Gas. Automatic Transmission. Sun Roof, Dual - AC, AM\FM\CD, Rear Wheel Drive, 7 Passenger, Leather Interior, Power Driver and Passenger Seats, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control, Navigational System, Memory Seat, Sirius Satellite Radio, Bluetooth, Power Liftgate, Back-up Camera.

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the adometer reading reflects the amount of mileage in excess of its mechanical
- ☐ Seller hereby certifies that the odometer reading is NOT the actual mileage, WARNING ODOMETER DISCREPANCY.

SELLER:

PAR/AFC Corporate

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

BUYER:

GLK AUTO GROUP LLC

GLK AUTO GROUP LLC

2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051

(972) 237-2736 License: TX/P130474

SELLING REPRESENTATIVE: Selling Representative not in list

Signature on File

SELLER

BUYING REPRESENTATIVE: HECTOR HERNANDEZ

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, (including a purchase money security interest, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contractfolil of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 40 of 70 PageID 1528

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate BUYER:

GLK AUTO GROUP LLC

GLK AUTO GROUP LLC

2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051

(972) 237-2736

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 148 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1FMJU1K54CEF09406

2012, FORD, EXPEDITION, White, LIMITED, 2WD 4DR

Stock #: 827811 Odometer: 115,038 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000182

Certificate of Origin: No

(\$30.00)

\$8,600.00

VEHICLE SALE

Description

Notes

Vehicle Sale Seller Fee

Amount (\$8,600,00)\$75.00

Recon - Wash and Vac

L \$30.00

EPA Fee

\$4.00

Sublet: Transportation

LOAD 15398318 \$145.00

(\$8,346.00)Total:

Net Due: (\$8,346.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

Total; \$8,346.00

(\$4.00) Issue ACH W/O Tran (net) (\$145.00) Issue ACH W/O Tran (net) (575.00)

Issue ACH W/O Tran (net)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines,



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014789

443058-1088

Region/Contact

Vehicle Description

Mileage

VIN

2004 Dodge Ram 2500

149,070

3D7KU28C64G204039

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$4,200.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 90.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$510.00 Net Proceeds: \$3,690.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 42 of 70 PageID 1530

Bill of Sale



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 ANNOUNCEMENTS OWNER AFC-DALLAS AS IS

VEHICLE SALE	VEH	CL	E	SA	LE
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Sale Price: \$4,200.00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020 Lot #: F 155

55 Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806125000187

Certificate of Origin: No

Stock #: 827947

Client Unit ID: 15014789

VEHICLE INFORMATION

VIN: 3D7KU28C64G204039

2004 DODGE RAM 2500, Beige, SLT

Body Style: 4DR QUAD CAB 160.5

Odometer: 149,070 Miles

Category: RRP

VEHICLE OPTIONS

6 Cylinder Diesel, Automatic Transmission, Hard Top. Air Conditioning, AM\FM\Cass\CD, 4WD, 5 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control.

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Foderal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the adometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.
- Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY.

SELLER:

PAR/AFC Corporate

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

BUYER:

SHORT MOTOR COMPANY

SHORT ENTERPRISES INC

4362 MCCART AVE FORT WORTH, TX 76115 (817) 988-2629

(817) 988-2629 License: TX/P7946

SELLING REPRESENTATIVE: Selling Representative not in list

BUYING REPRESENTATIVE: BRADY SHORT

Signature on File

SELLER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Setter is the transferor of the Vehicle and inscribed for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, when shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 43 of 70 PageID 1531

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate BUYER:

SHORT MOTOR COMPANY

SHORT ENTERPRISES INC.

4362 MCCART AVE

FORT WORTH, TX 76115

(817) 988-2629

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 155 Sale Type: Consignment Sale

VEHICLE INFORMATION

2004, DODGE, RAM 2500, Beige, SLT, 4DR QUAD CAB 160.5

VIN: 3D7KU28C64G204039

Stock #: 827947

Odometer: 149,070 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel. IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000187

Certificate of Origin: No

VEHICLE SALE

Description

Amount Notes

Vehicle Sale Seller Fee

(\$4,200.00)

\$75.00 \$90.00

Mechanical Work - Labor Sublet: Transportation

NO START - APPROVED 5.18 MSI/DIAG NO START REPAIRED SHIFT CABLE AND

\$175.00

ADJUSTED, RUNS AND DRIVES Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7KU28C64G204039.

(\$3,860.00) Total:

Net Due:

(\$3,860.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$175.00)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$90.00)

Total: \$3,860,00

Issue ACH W/O Tran (net)

(\$75.00) \$4,200,00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable quickelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014794

443058-1090

Region/Contact

Vehicle Description

Mileage

VIN

2008 Dodge Ram 2500

237,483

3D7KR28A48G116225

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$3,600.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 95.00
Mechanical Work - Labor	Auction	RECON: Body Work	\$ 100.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$365.00 Net Proceeds: \$3,235.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 45 of 70 PageID 1533

Bill of Sale

No.	1
	-
A	DESA

ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 ANNOUNCEMENTS AS IS OWNER AFC-DALLAS

VEHICLE SALE

Sale Price: \$3,600.00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 167

Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806125000199

Certificate of Origin: No

VEHICLE INFORMATION

VIN: 3D7KR28A48G116225

2008 DODGE RAM 2500, Silver, SLT

Body Style: 2WD QUAD CAB 140.5 Odometer: 237,483 Miles

Client Unit ID: 15014794

Stock #: 827929

Category: RRP

VEHICLE OPTIONS

6 Cylinder Diesel, Automatic Transmission, Hard Top, Air Conditioning, AMVFM/CD, Rear Wheel Drive, 5 Passenger, Cloth Interior, Power Driver Seat, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odorneter for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits
- Seller hereby certifies that the odometer reading is NOT the actual mileage, WARNING ODOMETER DISCREPANCY.

SELLER: PAR North

PAR North America

7835 Woodland Dr Suite 150

Indianapolis, IN 46278

(317) 818-4500

BUYER:

DFW TRUCKS

ZAMORA PEREZ INVESTMENTS LLC

3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300 License: TX/P101346

SELLING REPRESENTATIVE: Selling Representative not in list

Signiture on File.

SELLER

BUYING REPRESENTATIVE: LEOPOLDO ZAMORA

4)0

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Selfer is the transfer of the Vehicle and is responsible for all disclosures, including od dometer and mileage. This Bill of Sale is not an invoice, For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 46 of 70 PageID 1534

Invoice to Seller

7835 Woodland Dr Suite 150

Indianapolis, IN 46278

(317) 818-4500



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: **PAR North America**

BUYER: **DFW TRUCKS**

ZAMORA PEREZ INVESTMENTS LLC

3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 167 Sale Type: Consignment Sale

VEHICLE INFORMATION

2008, DODGE, RAM 2500, Silver, SLT, 2WD QUAD CAB 140.5

VIN: 3D7KR28A48G116225

Stock #: 827929

Odometer: 237,483 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetAttn: PAR Accounting

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000199

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale

(\$3,600.00)

Seller Fee

\$95.00

Amount

Body Shop - Labor

\$100.00

(\$3,405.00)

Total: Net Due:

(\$3,405.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$100.00)

Issue ACH W/O Tran (net)

DE ID - APPROVED 5.29 MS

(\$95,00)

Total: \$3,405.00

Issue ACH W/O Tran (net) \$3,500.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014749

443058-1028

Region/Contact

Vehicle Description

Mileage

VIN

2006 Dodge Ram 3500

204,874

3D7ML48C26G178761

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 6,000.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON; Wash	\$ 30.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$499.00 Net Proceeds: \$5,501.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 48 of 70 PageID 1536 **Bill of Sale**

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS			
VEHICLE SALE Sale Price: \$6,000.00 Auctioneer: Wade Shaw	3			
SALE INFORMATION		CLOSURE STATEMENT		
Sale Date: 6/4/2020 Lot #: F 166 Sale Type: Consignment Sale	result in fines and/or imprisonment. Seller hereby states that the odd	the mileage upon transfer of ownership, Providing false information may meter for this Vehicle now reads identically to the Mileage stated on this Bill		
TITLE INFORMATION Title State/Number: IN/2080612500045 Certificate of Origin: No	of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.			
VEHICLE INFORMATION VIN: 3D7ML48C26G178761 Stock #: 827973 2006 DODGE RAM 3500, Silver, SLT Body Style: 4DR QUAD CAB 160.5 D Odometer: 204,874 Miles Client Unit ID: 15014749	□ Seller hereby certifies that to the best of his/her knowledge the limits. □ Seller hereby certifies that the odometer reading is NOT the act	odometer reading reflects the amount of mileage in excess of its mechanical tual mileage. WARNING - ODOMETER DISCREPANCY		
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: DFW TRUCKS		
		ZAMORA PEREZ INVESTMENTS LLC		
VEHICLE OPTIONS 6 Cylinder Diesel, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD, Rear Wheel Drive, 5 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300 License: TX/P101346		
CERTIFICATIONS				
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE; LEOPOLDO ZAMORA		
	SELLER	BUYER		

Buyer and Seller egree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transported for price of the Vehicle in the Vehicle of the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 49 of 70 PageID 1537

Invoice to Seller

11299 N. IIIlnois Street

Carmel, IN 46032

(317) 815-9645



ADESA Dallas 3501 Lancaster Hutchins Road

Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate BUYER: **DFW TRUCKS**

ZAMORA PEREZ INVESTMENTS LLC

3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 166 Sale Type: Consignment Sale

VEHICLE INFORMATION

2006, DODGE, RAM 3500, Silver, SLT, 4DR QUAD CAB 160.5 D

VIN: 3D7ML48C26G178761

Stock #: 827973

Odometer: 204,874 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/2080612500045

Certificate of Origin; No

VEHICLE SALE

Description Vehicle Sale

Amount Notes (\$6,000.00)

Seller Fee

\$75.00

Mechanical Work - Labor

\$45.00

DIAG NO START, BLED FUEL SYSTEM TO

Recon - Wash and Vac **EPA Fee**

\$30.00

\$4.00

Sublet: Transportation

\$175,00

(\$5,671.00)

Pick Up from SULPHUR SPRINGS to Hutchins

(\$175.00)

VIN: 3D7ML48C26G178761.

Net Due:

Total:

(\$5,671,00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) (\$75.00) Issue ACH W/O Tran (net) \$6,000.00

Total: \$5,671.00

Issue ACH W/O Tran (net) (\$4.00) Issue ACH W/O Tran (net) (\$30.00) Issue ACH W/O Tran (net) (\$45.00)

Issue ACH W/O Tran (net)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014755

443058-1034

Region/Contact

Vehicle Description

Mileage

VIN

2007 Ford F250SD

253,209

1FTSW21P57EB14538

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$3,000.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Remarketing Fee	Auction		\$ 75.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$465.00 Net Proceeds: \$2,535.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 51 of 70 PageID 1539

Bill of Sale



ADESA Dallas
3501 Lancaster Hutchins Road

Hutchins, TX 75141

(972) 225-6000

ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO AS IS

VEH			

Sale Price: \$3,000.00

Auctioneer: Bandy Assiter

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: T 990

Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806125000119

Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1FTSW21P57EB14538

Stock #: 827871

2007 FORD SUPER DUTY F-250, Grey, LARIAT

Body Style: 4WD CREW CAB 172 LA Odometer: 253,209 Miles

Odollieter. 255,205 mil

Client Unit ID: 15014755

Category: RRP

VEHICLE OPTIONS

8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AM\FM Radio, 4WD, 6 Passenger, Leather Interior, Air Bag - Dual, Power Steering,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or Imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits
- Seller hereby certifies that the odometer reading is NOT the actual mileage, WARNING ODOMETER DISCREPANCY.

SELLER:

PAR/AFC Corporate

BUYER:

RIOS AUTO SALES

11299 N. Illinois Street Carmel, IN 46032

(317) 815-9645

3202 E MAIN ST GRAND PRAIRIE, TX 75050

(214) 724-3646 License: TX/P45304

SELLING REPRESENTATIVE: Selling Representative not in list

BUYING REPRESENTATIVE: REFUGIO PEREZ

Signature on FIR.

Signature on File

SELLER

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION GUIDELINES FOR THIS VEHICLE, INICLE DING ARBITRATION PERIOD AND ELIGIBLE CLAIMS, Seller is the transfer of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in open account, of the Vehicle will not pass to Buyer until all amounts owing are received in the vehicle, which shall continue until all funds are collected with respect to such sale. Attention Deafers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 52 of 70 PageID 1540

Invoice to Seller



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PARIAFC Corporate

BUYER:

RIDS AUTO SALES

11299 N. Illinois Street Cermel, IN 46032 (317) 815-9645

3202 E MAIN ST

GRAND PRAIRIE, TX 75050

(214) 724-3646

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: T 990 Sale Type: Consignment Sale

VEHICLE INFORMATION

2007, FORD, SUPER DUTY F-250, Grey, LARIAT, 4WD CREW CAB 172 LA

VIN: 1FTSW21P57EB14538

Stock #: 827871

Odometer: 253,209 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000119

Certificate of Origin: No

VEHICLE SALE

Description Vehicle Sale

Notes

Seller Fee

(\$3,000.00)

Amount

Mechanical Work - Labor

\$75.00

(\$2,705.00)

Check No Start - APPROVED 5.29 MS/Injection \$45.00

Sublet: Transportation

\$175.00

pump is bad. Rec video Pick Up from SULPHUR SPRINGS to Hutchins VIN: 1FTSW21P57EB14538.

(\$2,705.00)Total:

PAYMENTS AND ADJUSTMENTS

Net Due:

Issue ACH W/O Tran (net)

(\$45.00)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$75.00)

Total: \$2,705.00

Issue ACH W/O Tran (net)

\$3,000.00 (\$175.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www,adesa,com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014767

443058-1054

Region/Contact

Vehicle Description

Mileage

VIN

2010 Dodge Challenger

155,164

2B3CJ4DV0AH184071

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 4,400.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 95.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Title Fee	Titles		\$ 55,00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$444.00 Net Proceeds: \$3,956,00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 54 of 70 PageID 1542 **Bill of Sale**

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS			
VEHICLE SALE	F)			
Sale Price: \$4,400.00				
Auctioneer: Wade Shaw		*		
SALE INFORMATION	ODOMETER DISC	CLOSURE STATEMENT		
Sale Date: 6/4/2020 Lot #: F 158 Sale Type: Consignment Sale	Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing (alse information may result in fines and/or imprisonment, Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill			
TITLE INFORMATION Title State/Number: IN/20806127000114 Certificate of Origin: No	of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical			
VEHICLE INFORMATION VIN: 2B3CJ4DV0AH184071 Stock #: 827820 2010 DODGE CHALLENGER, Black, SE Body Style: 2DR CPE Odometer: 155,164 Miles Client Unit ID: 15014767	limits. Seller hereby certifies that the odometer reading is NOT the ac			
Category; RRP	SELLER: PAR North America	BUYER: A-TEAM MOTORS LLC		
		A-TEAM MOTORS LLC		
VEHICLE OPTIONS 6 Cylinder Gas, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD. Rear Wheel Drive, 5 Passenger, Cloth Interior, Power Driver Seat, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,	7835 Woodland Dr Suite 150 Indianapolis, IN 46278 (317) 818-4500	3607 W ROOSEVELT DR LITTLE ROCK, AR 72204 (501) 954-0343 License: AR/M10406		
CERTIFICATIONS				
	SELLING REPRESENTATIVE: Selling Representative not in list BUYING REPRESENTATIVE: MALACHI AKINS			
AUCTION LIGHTS		Signature on File		
Red Light - As Is Blue Light - Title Received	Signature on File.	1 4.7 g 3 (3A 5 5) a bo		
	SELLER	BUYER		

Buyer and Selier agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer untill all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest; (including a purchase money security interest; including a purchase money security interest. Where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 55 of 70 PageID 1543

Invoice to Seller

7835 Woodland Dr Suite 150

Indianapolis, IN 46278

(317) 818-4500



ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: **PAR North America** BUYER:

A-TEAM MOTORS LLC

A-TEAM MOTORS LLC

3607 W ROOSEVELT DR LITTLE ROCK, AR 72204

(501) 954-0343

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 158 Sale Type: Consignment Sale

VEHICLE INFORMATION

VIN: 2B3CJ4DV0AH184071

2010, DODGE, CHALLENGER, Black, SE, 2DR CPE

Stock #: 827820

Odometer: 155,164 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetAttn: PAR Accounting

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806127000114

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale (\$4,400.00)

Seller Fee

\$95.00

Recon - Wash and Vac

\$30.00 14

EPA Fee

\$4.00 \$145.00

Amount

Sublet: Transportation

LOAD 15398317

Total:

(\$4,126.00)

Net Due:

(\$4,126.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$30.00) (\$145.00)

Total: \$4,126.00

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$95.00)\$4,400.00

(\$4.00)

Payment terms are as set forth In the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase. Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

. MICHAEL VERNON GARRISON DBA: ROCK

15014776

443058-1068

Region/Contact

Vehicle Description

Mileage

VIN

2015 Ford F250SD

189,990

1FT7W2BTXFEC20953

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 23,000.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN; Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$279.00 Net Proceeds: \$22,721.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 57 of 70 PageID 1545

Bill of Sale



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

ANNOUNCEMENTS OWNER AFC-DALLAS ASIS

VEHI		

Sale Price: \$23,000,00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 165 Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806125000107

Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1FT7W2BTXFEC20953

Stock #: 827809

2015 FORD SUPER DUTY F-250 SRW, Black, LARIAT

Body Style: CREW CAB

Odometer: 189,990 Miles

Client Unit ID: 15014776

Category: RRP

VEHICLE OPTIONS

8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Dual - AC, AM\FM\CD, 4WD, 5 Passenger, Leather Interior, Power Driver and Passenger Seats, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Windows, Traction Control, Navigational System, Memory Seat, Sirius Satellite Radio, Bluetooth,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical
- Seller hereby certifies that the odometer reading is NOT the actual mileage, WARNING ODOMETER DISCREPANCY.

SELLER:

PAR/AFC Corporate

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

BUYER:

ALPHA AUTOPLEX

RALLY FINANCE INC.

3090 N STEMMONS FWY DALLAS, TX 75247 (214) 597-3003

License: TX/P137745

SELLING REPRESENTATIVE: Selling Representative not in list

BUYING REPRESENTATIVE: THAYER ALHINDI

Signature on File.

SELLER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adese.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 58 of 70 PageID 1546

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate BUYER:

ALPHA AUTOPLEX

RALLY FINANCE INC.

3090 N STEMMONS FWY DALLAS, TX 75247

(214) 597-3003

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 165 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1FT7W2BTXFEC20953 2015, FORD, SUPER DUTY F-250 SRW, Black, LARIAT, CREW CAB

Stock #: 827809

Odometer: 189,990 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20805125000107

Certificate of Origin: No

VEHICLE SALE

Description

Notes Amount

Vehicle Sale

(\$23,000,00)

Seller Fee

\$75.00

Recon - Wash and Vac

\$30.00 L3

EPA Fee

\$4.00

(\$22,891.00) Total:

(\$22,891.00) Net Due:

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$4.00) (\$75.00)

Total: \$22,891.00

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) 523,000.00 (\$30.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines,



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR#

Account #

. MICHAEL VERNON GARRISON DBA: ROCK

15014785

443058-1085

Region/Contact

Vehicle Description

Mileage

VIN

2004 GMC Sierra 3500

137,154

1GTJK33214F263548

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 6,800.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 95,00
Remarketing Fee	Auction		\$ 75,00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$440.00 Net Proceeds: \$6,360.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 60 of 70 PageID 1548

Bill of Sale



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

ANNOUNCEMENTS AS IS OWNER AFC-DALLAS

VEHICLE SALE

Sale Price; \$6,800.00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 151

Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20788098000073

Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1GTJK33214F263548

Stock #: 829994 2004 GMC SIERRA 3500, Beige, DRW SLT

Body Style: CREW CAB 167 WB 4WD

Odometer: 137,154 Miles

Client Unit ID: 15014785

Category: RRP

VEHICLE OPTIONS

8 Cylinder Diesel, Automatic Transmission, Hard Top, Independent Climate Control, AM\FM CD, 4WD, 5 Passenger, Leather Interior, Heated Seats - Driver and Passenger, Air Bag -Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Memory Seat,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

- Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical
- ☐ Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING ODOMETER DISCREPANCY

SELLER:

PAR North America

Indianapolis, IN 46278

(317) 818-4500

7835 Woodland Dr Suite 150

BUYER:

GLK AUTO GROUP LLC

GLK AUTO GROUP LLC

2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051

(972) 237-2736 License: TX/P130474

SELLING REPRESENTATIVE: Selling Representative not in list

Signature on File

SELLER

BUYING REPRESENTATIVE: HECTOR HERNANDEZ

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS, Seller is the transferor of the Vehicle and is responsible for all disclosures, including adorneter and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account, Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security Interest (Including a purchase money security Interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale, Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 61 of 70 PageID 1549

Invoice to Seller

7835 Woodland Dr Suite 150

Indianapolis, IN 46278

(317) 818-4500



ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR North America BUYER:

GLK AUTO GROUP LLC

GLK AUTO GROUP LLC

2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051

(972) 237-2736

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 151 Sale Type: Consignment Sale

VEHICLE INFORMATION

2004, GMC, SIERRA 3500, Beige, DRW SLT, CREW CAB 167 WB 4WD

VIN: 16TJK33214F263548

Stock #: 829994

Odometer: 137,154 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetAttn: PAR Accounting

Carmel, IN 46032

(317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20788098000073

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale (\$6,80D.DD)

Seller Fee

\$95,00

Amount

Sublet: Transportation

\$175.00

DALLAS TOWBOYS INV 485962; Changed

saller from R2644

Total: Net Due:

(\$6,530.00)

(\$6,530.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$175,00)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$95.00) \$6,800.00

Total: \$6,530.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, tifling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

. MICHAEL VERNON GARRISON DBA: ROCK

15014788

443058-1087

Region/Contact

Vehicle Description

Mileage

VIN

2011 Ford Explorer

148,451

1FMHK8F89BGA68442

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$5,600.00

Charge Description	Charge Type	Comments	Amount
Recon; Wash/Vac	Auction	RECON; Wash	\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$424.00 Net Proceeds: \$5,176.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 63 of 70 PageID 1551

Bill of Sale



AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 ANNOUNCEMENTS AS IS OWNER AFC-DALLAS

A					
VEHICLE SALE	1				
Sale Price: \$5,600.00					
Auctioneer: Wade Shaw					
SALE INFORMATION	ODOMETER DISCLOSURE STAT	EMENT			
Sale Date: 6/4/2020 Lot #: F 152 Sale Type: Consignment Sale	result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehi	al law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill			
TITLE INFORMATION Title State/Number: IN/20806125000139 Certificate of Origin; No	of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.				
VEHICLE INFORMATION VIN: 1FMHK8F89BGA68442 Stock #: 827827 2011 FORD EXPLORER, Black, LIMITED Body Style: 4WD 4DR Odometer: 148,451 Miles Client Unit ID: 15014788					
Calegory: RRP	SELLER: PAR/AFC Corporate BUYER:	ROBERTS AUTOMOTIVE			
VEHICLE OPTIONS 6 Cylinder Gas, Automatic Transmission, Sun Roof, Independent Climate Control, AMNFM (CD, 4WD, 7 Passenger, Leather Interior, Power Driver Seat, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control, Navigational System, Memory Seat, Back-up Camera,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	500 S 2ND AVE DODGE CITY, KS 67801 (620) 225-4164 License: KS/D3699			
CERTIFICATIONS					

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileages. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Signature on File.

SELLER

SELLING REPRESENTATIVE: Selling Representative not in list.

BUYING REPRESENTATIVE: ROBERTO DOMINGUEZ

Signature on File

BUYER

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 64 of 70 PageID 1552

Invoice to Seller



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

BUYER:

ROBERTS AUTOMOTIVE

11299 N. Illinois Street

Carmel, IN 46032 (317) 815-9645

500 S 2ND AVE

DODGE CITY, KS 67801

(620) 225-4164

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 152 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1FMHK8F89BGA68442 2011, FORD, EXPLORER, Black, LIMITED, 4WD 4DR Stock #: 827827

Odometer: 148,451 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000139

Certificate of Origin: No

VEHICLE SALE

Description Vehicle Sale

Notes

Amount (\$5,600.00)

Seller Fee

\$75.00

Recon - Wash and Vac

\$30,00 L4

EPA Fee

\$4.00

Sublet: Transportation

LOAD 15398320

\$145.00 (\$5,346.00)

(\$5,346.00)

Total: Net Due:

PAYMENTS AND ADJUSTMENTS

Total: \$5,346.00

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)

Issue ACH W/O Tran (not)

(\$30.00) (\$75.00) \$5,600.00

(\$4.00)

(\$145.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Wednesday, 10 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014754

443058-1029

Region/Contact

Vehicle Description

Mileage

VIN

2008 Dodge Ram 3500

152,391

3D7ML48A18G219298

Auction

Sale Date

Sale Price

ADESA DALLAS

06/08/2020

\$ 5,300.00

Charge Description	Charge Type	Comments	Amount
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Internet Fee	Auction		\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Title Fee	Titles		\$ 55,00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$529,00 Net Proceeds: \$4,771.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 66 of 70 PageID 1554 **Bill of Sale**

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS AS IS			
VEHICLE SALE Sale Price: \$5,300.00 SOS - Off the Block Sale Auctioneer:				
SALE INFORMATION Sate Date: 6/8/2020 Lot #: 0C36 Sale Type: Internet TITLE INFORMATION Title State/Number: IN/20806125000091 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits. Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY			
VEHICLE INFORMATION VIN: 3D7ML48A18G219298 Stock #: 827998 2008 DODGE RAM 3500, Red, ST Body Style: 2WD QUAD CAB 160.5 Odometer: 152,391 Miles Client Unit ID: 15014754				
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: AUTO WERX LLC AMIR ASSADI		
VEHICLE OPTIONS 6 Cylinder Diesel Turbo. 5 Speed Transmission, Hard Top, Air Conditioning, AMFM\CD, Rear Wheel Drive, 6 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows,	11299 N. Illinois Street Cermel, IN 46032 (317) 815-9645	4395 SE 95TH ST OCALA, FL 34480 (321) 310-4001 License; FL/VI11188971		
CERTIFICATIONS				
AUCTION LIGHTS Red Light - As is Blue Light - Title Received	SELLING REPRESENTATIVE: No Rep Present Signature on File	BUYING REPRESENTATIVE: AMIR ASSADI Signature on File		
	SELLER BUYER			

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage, This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account, Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Printed: 6/9/2020 9:32:46 AM Page 1 of 2

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 67 of 70 PageID 1555

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645



ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate BUYER:

AUTO WERX LLC

AMIR ASSADI

4395 SE 95TH ST OCALA, FL 34480 (321) 310-4001

SALE INFORMATION

Sale Date: 6/8/2020

Lot #: OC35 Sale Type: Internet

VEHICLE INFORMATION

2008, DODGE, RAM 3500, Red, ST, 2WD QUAD CAB 160.5

VIN: 3D7ML48A18G219295

Stock #: 827998

Odometer: 152,391 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000091

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale

Amount (\$5,300.00)

Seller Fee

\$105.00

Mechanical Work - Labor

Check No Start - APPROVED 5.29 MS//DIAG \$45.00 NO START BLED FUEL SYSTEM TO MAKE

Recon - Wash and Vac-

\$30.00 L7

EPA Fee

\$4.00

Sublet: Transportation

\$175.00

Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7ML48A18G219298.

RUN

(\$4.941.00) Total:

Net Due:

(\$4,941.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) (\$4.00) Issue ACH W/O Tran (net) (\$175.00)

Total: \$4,941.00

(\$105.00) Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) \$5,300,00 Issue ACH W/O Tran (net) (\$45.00) (\$30.00) Issue ACH W/O Tran (net)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titting and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase. Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Wednesday, 10 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014793

443058-1089

Region/Contact

Vehicle Description

Mileage

VIN

2007 Dodge Ram 3500

148,480

3D7MX48A37G804242

Auction

Sale Date

Sale Price

ADESA DALLAS

06/08/2020

\$ 9,200.00

Charge Description	Charge Type	Comments	Amount
Internet Fee	Auction		\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Auction Sale Fee	Auction	ADMIN, Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$450.00 Net Proceeds: \$8,750.00

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 69 of 70 PageID 1557

	ľ	of Sale		
ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000		C-DALLAS amage		
VEHICLE SALE Sale Price: \$9,200.00 SOS - Off the Block Sale Auctioneer:				
SALE INFORMATION Sale Date: 6/8/2020 Lot #: DC34 Sale Type; Internet TITLE INFORMATION Title State/Number: IN/20806125000195 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on the of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanism.			on transfer of ownership. Providing false information may ehicle now reads identically to the Mileage stated on this Bill this reflects the actual mileage of the Vehicle, unless
VEHICLE INFORMATION VIN: 3D7MX48A37GB04242 Slock #: 827824 2007 DODGE RAM 3500, Blue, SLT Body Style: 4WD QUAD CAB 160.5 Odometer: 148,480 Miles Client Unit ID: 15014793	limits. Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.			
Category: RRP	SELLER:	PAR/AFC Corporate	BUYER:	CENTRAL MOTORS AUTO SALES INC
				CENTRAL MOTORS AUTO SALES INC
VEHICLE OPTIONS 6 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD, 4WD, 5 Passenger, Cloth Interior, Power Driver Seat, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,		11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645		902 JOHN HARDEN DRIVE JACKSONVILLE, AR 72076 (501) 606-2726 License: AR/M9376
CERTIFICATIONS				

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com. and such Auction Terms and Conditions are incorporated herein by

SELLING REPRESENTATIVE: No Rep Present

Signature on File

SELLER

AUCTION LIGHTS

Green Light - Ride and Drive Blue Light - Title Received

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileages. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle with not pass to Buyer until all amounts owing are received in good fund, Buyer hereby grants to Auction Company a socially interest, (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers; As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

BUYING REPRESENTATIVE: LUIS PADILLA

Signature on File

BUYER

Case 4:20-cv-00959-BJ Document 41-3 Filed 03/01/21 Page 70 of 70 PageID 1558

Invoice to Seller

11299 N. Iffinois Street

Carmel, IN 46032

(317) 815-9645

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: **PAR/AFC Corporate** BUYER:

CENTRAL MOTORS AUTO SALES INC

CENTRAL MOTORS AUTO SALES INC.

902 JOHN HARDEN DRIVE JACKSONVILLE, AR 72076

(501) 606-2726

SALE INFORMATION

Sale Date: 6/8/2020

Lot #: OC34 Sale Type: Internet

VEHICLE INFORMATION VIN: 3D7MX48A37G804242 2007, DODGE, RAM 3500, Blue, SLT, 4WD QUAD CAB 160.5

Stock #: 827824

Odometer: 148,480 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000195

Certificate of Origin: No.

VEHICLE SALE

Description

Notes Amount

Vehicle Sale

(\$9,200.00)

Seller Fee

\$105.00 \$175.00

Sublet: Transportation

Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7MX48A37G804242

(\$8,920.00) Total:

Net Due:

(\$8,920.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$175.00)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$105,00)

Total: \$8,920.00

\$9,200.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines,